



Terms & Conditions of Hire

- **Refuse:**
- Hirers must remove all their refuse at their own cost.
- **General:**
- The Hirer shall not use, or let be used, the premises for any other purpose than the purpose stated in the booking form.
- The Hirer shall ensure that all activities are conducted in an orderly and lawful manner.
- The Hirer or hirer's nominated representative must be present at all times during the booking.
- The hirer/representative is responsible for complying with the conditions of hire.
- Only authorised persons are permitted on the premises outside the centre's hours of business. (Hirers, guests and visitors are **not** authorised personnel.)

Health and Safety:

- The Hirer is responsible at all times for the full provision of health and safety measures as defined by law (details of which can be seen on request).
- Either 'The Hirer' or a nominated deputy must be in attendance at all times.
- Electrical cables laid on the floor in areas where the public may have access must be covered to prevent trip hazards.

Fire:

- It is the responsibility of all hirers to inform their 'guests' of the fire exits and fire regulation notices at all meetings.
- In the event of a fire alarm being activated it is the responsibility of the hirer to evacuate personnel from the room(s) being hired
- The hirer is responsible for accounting for all persons attending their activity.

Children and vulnerable adults:

- Hirers are responsible for the supervision, safety and well being of all children and vulnerable adults attending their function or class.
- Where relevant a current copy of the necessary documentation / checks must be lodged with the HCA.

Supervision:

- The Hirer or a nominated adult (above the age of 21) is to be responsible for the conduct of persons under the age of 18.
- A minimum of one adult to 8 children must be present at all times.

Behaviour:

- The Hirer is responsible for the behavior of those attending their activity.
- They must ensure that all persons within their responsibility show due consideration for the Centre's users and for the centre's neighbours at all times, especially when leaving the Centre.
- Persons using anti social behavior, offensive language or behavior will if necessary be removed from the premises.

Responsibilities:

- The Hirer is responsible for setting out and putting away all equipment/furniture used,
- For washing and drying all crockery,
- For leaving the rooms in the same condition as they were found in (cleaning table tops and sweeping the rooms used etc).
- Any damage must be reported
- Booking times should reflect the above. (See Setting Up and Taking down)

Subletting in any form is not permitted.

Hours of Business:

- The centre will be open for hire from 9.00 a.m. to 10.00 pm Monday to Thursday.
- 9.00 am to 11.00 pm Friday and Saturday.
- 9.00 am to 5.00 pm Sundays.
- Hirers, guests, etc. are not permitted on premises before 9.00 am

- The premises must be **vacated** by **no later** than close of business as shown above:

Bookings:

- The completion of a booking form constitutes a contract between the hirer and HCA.
- A booking form must be completed in full and returned to HCA each time the centre is hired, except where a booking is a regular booking, i.e. weekly /monthly, then, there will be no need for a hirer to complete multiple booking forms.
- The person signing the booking form is assumed to have the authority to make the booking(s).
- By signing the booking form the hirer is certifying that all the information provided is accurate. Where misleading or false information is provided, HCA have the right to cancel the booking and retain any monies paid.
- By signing a booking form a hirer accepts responsibility for ensuring payment is made by the due date.
- Where a booking is made on behalf of a company or organization the person making the booking must advise HCA of the full details of who and where an invoice should be addressed to: (*N.B. It remains the responsibility of the person signing the booking form to ensure payment is made by the due date.*)
- Where a booking is made on behalf of a company or organization the person making the booking must advise HCA of the full contact details of the person who will be on site to supervise the activity, failure to do so will invalidate the booking.

Charges:

Unless otherwise agreed in writing:

- All bookings must be confirmed within 10 days of an invoice being issued, by the payment of the fees /deposit specified on the booking form.
- All outstanding charges must be paid prior to the booking date.
- Highworth Community Association (HCA) reserves the right to let any booked space if the fees/deposits specified on the invoice are not paid within the 10 day period.

Deposits:

- HCA may require a deposit to be paid where a booking is made 3 months or more in advance of the event.
- Where the activity book is deemed by HCA to hold a risk of damage, additional cleaning etc.
- **N.B.** Where the booking is taken up and paid for, and subject to no potential costs being incurred as at 2 above the deposit will be returned to the Hirer within 28 days after the booked date.

Discounts: Are at the discretion of HCA

- Discounts are not automatic. The amount allowed will be at the discretion of HCA.
- A discount may be allowed where block bookings of 4 or more sessions are made.
- Discounts will only apply to bookings paid for in advance in accordance with the terms shown on the invoice as set out in the charges section above.
- Where payment is not made by the specified date, the full undiscounted price will become due.

Cancellation by hirer:

- Where a booking has been made and payment received then Cancellations of one off bookings received over 28 days prior to the hire date will receive a full refund:
- Refunds of any payment made, where Cancellations of one off bookings are received less than 28 days prior to hire date, will be at the discretion of HCA.
- Payment may be demanded for late cancellation of one off bookings.
- Weekly/monthly bookings that cancel will receive a credit against their next invoice.



Terms & Conditions of Hire

Cancellation by HCA:

- HCA reserves the right to cancel any confirmed hiring (whether regular or occasional) at any time prior to the commencement of the hiring by written notice given to The Hirer.
- As much notice of cancellation as possible will be given by HCA to The Hirer but no minimum period is stipulated and HCA shall be entitled to give notice to cancel any hiring as aforesaid without incurring any liability whatsoever to The Hirer.
- Sole use bookings will not normally be subject to cancellation except when the building is required for one off special events e.g. Elections/National or local emergencies etc, essential maintenance or where conditions exist whereby visitors health & safety would be at risk.
- Setting up and taking down:
- Setting up & taking down must normally be performed during the period booked, hirers should allow for this when making their booking(s).
- **At the discretion of the trustees**, where another hirer is NOT inconvenienced up to 15 minutes free of charge, either before or after a booking period may be allowed to set up or take down.

Other setting up/taking down outside the hire period only permitted:

- At the discretion of the trustees.
- Where another hirer is NOT inconvenienced.
- The appropriate charge paid (min 1 hour at hourly hire rate)

Over-runs:

- Unless prior agreement is given any overrun will be charged at the full hourly undiscounted rate for the hired facilities. (£10.00 per hour for the room; £20 per hour for the hall).
- Setting up and taking down outside the hire period will only be permitted where another hirer is NOT inconvenienced (a charge will apply).
- Numbers stated on the booking form should not be exceeded.

Facilities:

- Only the facilities shown on the booking form may be used by The Hirer.
- Whilst other facilities at the Centre may not be in use at the time of the hire, this does not imply they are available for use.
- **Outside areas**, The Playground, Field & Woodland areas are available separately for hire.
- Hire of a room or rooms does include use of the outside areas.
- Unauthorised use of rooms/ outside areas will be charged at the full undiscounted hourly rate.
- Every effort will be made to allow regular users the use of the same rooms for each booking, where it is necessary for HCA to allocate a different venue (room) as much notice as possible of the change will be given.

Minimum Hire Periods:

- **HALL:** The minimum hire period is 1 hour between 9am and 6pm Monday to Friday and a Minimum of 2 hours from 7pm
- Weekends a Minimum of 2 hours
- **ROOMS:** The minimum hire period is 1 hour:
- Hire periods will normally commence & end on the hour, but may vary at the discretion of HCA.(An additional charge may apply)

Insurance:

- The Hirer is responsible for having insurance cover appropriate to his/her activities whilst using any part of the centre facilities.
- HCA is insured against any claims arising out of its negligence.

Indemnity:

- The Hirer will indemnify HCA from and against all action, claims, proceedings and liabilities arising from their use of the premises.

Certificates:

- **Copies of appropriate certificates may be required (Public Liability, DBS etc)**

Music: Requirement to hold PPL/PRS licences

- HCA holds a (PPL) & (PRS) Licence. Charities, Not for Profit organizations & private functions are covered under the centers Licenses.
- **For profit activities:** Persons using the centre, who charge a fee for their activity, are not covered under these licenses & require an individual licence. It is the responsibility of the activity organizer(s) to ensure they hold the appropriate licence(s) (*Further information can be obtained from the PRS & PPL websites*)
- **TELEVISION The watching of live TV /BBC iplayer is not permitted on the premises**

Discos

- Persons who operate discos etc require their own music PPL/PRS licence
- All discos must be held in the hall.
- Discos with smoke effects bubbles etc. are not allowed.

Equipment:

- **HCA equipment use of:**
- Only equipment agreed in writing on the booking form may be used by The Hirer.
- A charge may be made for the use of certain equipment.

Hirer or third party equipment use of:

- HCA must consent in advance to any equipment to be brought into the centre by the hirer, or other third party employed by the hirer. (i.e. Disco's, bouncy castles, sound systems etc.).
- The hirer is responsible for ensuring the safety and safe use of any equipment brought into the centre by the hirer, their agent or other third party.
- The hirer is responsible for ensuring that any electrical equipment brought into the centre by the hirer or other third party is safe to use (i.e. it carries a current PAT testing label)

Non Acceptable use

- Staples, nails, gaffa style tape, cellotape or other fixing tape may not be used without written consent from HCA

Acceptable Use:

- 'Blue tack' may be used for fixing decoration, drawing pins or sticky tape are not acceptable.
- No naked flames including Candles tapers etc. (Candles on Birthday cakes are acceptable).

Alcohol:

- No alcohol may be bought into the building unless permission has been sought from HCA and authorised in writing.

The sale of alcohol is prohibited unless:

- Written permission has been given by HCA and
- The hirer has applied for, and received a **Temporary Events Notice**. (Available from Swindon Borough Council on payment of the appropriate fee).
- A copy of the notice has been lodged with the community association prior to the Event.

Parking:

- There are a limited number of Parking spaces at the community centre.
- Vehicles are park within the grounds of the community centre at the owners own risk.

CCTV

- CCTV may be in use in public areas of the centre for the safety protection, and well being of the public and the centre staff.

This is a strictly no smoking facility

Alterations No alterations can be made to the rooms without written permission from HCA.